

METROPOLITAN LIFE INSURANCE  
COMPANY,

ORDER

state a claim for relief. Weft, 630 F. Supp. At 1141.

As noted previously, plaintiff alleges several causes of action in its complaint to recover the excess FEGLI proceeds. The court extends its analysis to the unjust enrichment claim.

Pursuant to North Carolina law,

[i]n order to establish a claim for unjust enrichment, a party must have conferred a benefit on the other party. The benefit must not have been conferred officiously, that is it must not be conferred by an interference in the affairs of the other party in a manner that is not justified in the circumstances. The benefit must not be gratuitous and it must be measurable.

Booe v. Shadrick, 322 N.C. 567, 570 (1988).

Plaintiff paid defendant \$223,523.75 worth of FEGLI proceeds on or about 3 November 2011. (Compl., DE # 1, ¶ 24.) Plaintiff subsequently determined that it should have paid defendant \$120,823.56, or \$102,700.19 less than it did. (Id., ¶ 27.) Plaintiff notified defendant of the error in writing on or about 25 January 2012 and requested a reimbursement of \$102,700.19. (Id., ¶ 28.) Defendant has failed to reimburse plaintiff the excess proceeds. (Id.) Based on these facts (admitted upon default), plaintiff has established (1) it conferred a benefit to defendant by paying her excess FEGLI proceeds; (2) the excess proceeds were not conferred officiously; (3) the excess proceeds were the product of mistake, and are not gratuitous; and (4) the excess proceeds are measurable, amounting to \$102,700.19. See Metropolitan Life Ins. Co., Inc. v. Brown, No. Civ.A. 97-2002, 1998 WL 1084680, at \*4 (W.D. Pa. Dec. 1, 1998) (holding that plaintiff insurance company is entitled to recover overpayment of FEGLI funds, pursuant to Pennsylvania unjust enrichment law).

Plaintiff's motion for default judgement is ALLOWED. It is hereby ORDERED, ADJUDGED, and DECREED that plaintiff Metropolitan Life Insurance Company have and

recover of defendant Sheila Faircloth the amount of \$102,700.19. The Clerk is DIRECTED to close this case.

This 31 July 2013.

A handwritten signature in green ink, appearing to read "W. Earl Britt", is positioned above a horizontal line.

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W. Earl Britt

Senior U.S. District Judge